

MAR 16 2009
FCC Mail Room

DEALER POLICY

CPNI, SUBSCRIBER PRIVACY, AND DESTRUCTION OF PERSONAL CONFIDENTIAL INFORMATION

ISSUE DATE: August 17, 2007

EFFECTIVE DATE: September 1, 2007

1. Subscriber Privacy Generally

Company has a long-standing policy of protecting the privacy of the subscribers to all of its communications-related services ("Subscribers"). Maintaining the privacy of its Subscribers is essential to keeping their trust, retaining their business, and complying with the various laws and regulations that govern this topic.

As a part of a distribution channel that interacts with many Subscribers, Dealer must be familiar with Company's Privacy Policy and must refer any questions from consumers about Company's Privacy Policy to the policy itself as posted on Company's website.

Dealer is responsible for compliance with this CPNI, Subscriber Privacy, and Destruction of Personal Confidential Information Dealer Policy by its employees, agents, Affiliates, or any other person or entity otherwise connected to or working with or for Dealer. Company strongly suggests that all Dealers maintain and follow their own privacy policies. In addition, Company requires all Dealers that are approved to conduct business on the Internet to maintain and follow their own privacy policies.

2. Customer Proprietary Network Information - CPNI.

Notwithstanding any other provision of this Dealer Policy or of the Dealer Agreement, Dealer is deemed Company's agent for the limited purpose of marketing and selling communications-related services under the Dealer Agreement. Dealer acts on Company's behalf with respect to these services, and Dealer's performance of these services must be conducted according to the terms, conditions, and requirements of the Dealer Agreement. Further, to the extent that Dealer obtains or uses CPNI in connection with the Dealer Agreement, Dealer is an agent of Company with respect to the receipt and use of this information. "CPNI" means Customer Proprietary Network Information as defined by the Federal Communications Act of 1934, as amended, and the Federal Communications Commission rules promulgated thereunder (all federal and state CPNI laws and regulations are collectively referred to herein as the "CPNI Restrictions").

Dealer must receive and use CPNI consistent with the CPNI Restrictions and in the manner specified in this Dealer Policy with respect to "Personal Confidential Information" and in the manner specified in the Dealer Agreement with respect to "Confidential Information". These

requirements include, but are not limited to, the following: Dealer must (1) not use any CPNI to market or otherwise sell products, except to the extent necessary to perform services for Company as permitted under the Dealer Agreement; (2) make no sale, license or lease of CPNI to any other party; (3) restrict access to CPNI to only those employees of Dealer that require access to perform services under the Dealer Agreement; (4) comply with current and future data security requirements issued in writing by Company under the Dealer Agreement; and (5) promptly return all CPNI to Company upon expiration or termination of the Dealer Agreement, unless expressly agreed or instructed otherwise by Company.

3. Personal Confidential Information

All information about an individual or entity that can be directly linked to that person or entity, including, without limitation all names, addresses, photographs, mobile identification numbers, contact phone numbers, driver's license numbers, social security numbers, e-mail addresses, Internet domain addresses, credit information, location information, the types, amounts, or status of Company services and CPNI constitutes personal information ("Personal Information").

All Personal Information that Dealer obtains during the application process to Company's service (whether or not they are accepted for service) or during any interaction with a Subscriber related directly to Company's service, and all Personal Information of Subscribers and former Subscribers that is provided by Company to Dealer under the Dealer Agreement constitutes Confidential Information under the Dealer Agreement and must be treated accordingly. All Personal Information obtained by Dealer as described in this paragraph will be referred to in this Dealer Policy as personal Confidential Information ("**Personal Confidential Information**"). However, Dealer is permitted to obtain Personal Information, with the exception of CPNI, for Dealer's own records or purposes with the express knowledge and consent of the individual or entity that this Personal Information is being collected separately for Dealer's own records or purposes. Any information collected separately by Dealer in this manner is Dealer's own information and does not constitute Personal Confidential Information.

Personal Confidential Information, in any form, is the sole property of Company and must not be disclosed to any third party (other than to the applicable Subscriber in accordance with the Dealer Agreement) or to any Dealer employee without a specific need to know. Dealer is specifically prohibited from selling, exchanging, giving away, or transferring in any way, any Personal Confidential Information or using it in any other manner or for any other purpose except for specific purposes that are permissible under the Dealer Agreement.

Dealer must store all Personal Confidential Information in a secure location and implement all reasonable measures to protect against unauthorized access or use of this information. In addition, Personal Confidential Information must not be mixed or confused with other Personal Information not covered by this Dealer Policy. Under no circumstances may Dealer use Personal Confidential Information to create or supplement other lists of Personal Information that Dealer maintains independently.

Notwithstanding the business records provision of the Dealer Agreement, Dealer must immediately destroy all Personal Confidential Information upon the end of the legitimate contractual need for Dealer to use it, upon Company's issuance of a notice or Dealer Policy requiring its destruction, or upon the termination of the Dealer Agreement. Destruction of Personal Confidential Information must be done in accordance with this Dealer Policy.

Any breach of this Dealer Policy is a material breach of the Dealer Agreement for which Dealer may be terminated and must indemnify Company for all resulting losses and damages. In the event of breach or suspected breach of this Dealer Policy, Dealer must cooperate in any investigation and provide records and information as needed.

4. Security Breaches and Notifications.

Dealer must take reasonable measures to discover and protect against attempts to gain unauthorized access to Subscribers' Personal Confidential Information. However, if a Subscriber's Personal Confidential Information has been exposed to third parties as a result of a breach of security, Company will notify the Subscriber and law enforcement agencies as required by applicable law or as otherwise appropriate. Therefore, **if any Personal Confidential Information held by Dealer is exposed to a third party as a result of any type of security breach, Dealer must notify Company immediately** so that Company can work with Dealer to ensure that law enforcement and Subscribers are notified appropriately. Dealer acknowledges that Federal regulations prohibit notifying Subscribers of a security breach concerning their CPNI until after notice has been given to the United States Secret Service and the Federal Bureau of Investigation. Accordingly, Dealer must not notify Subscribers unless and until expressly authorized to do so by Company.

5. Destruction of Personal Confidential Information

Dealer is required to destroy all Personal Confidential Information before discarding it, and to monitor its compliance with this requirement. Destruction means making all Personal Confidential Information completely unreadable, unusable, and unable to be reconstructed. Some examples of appropriate means of destruction are provided below as well as some suggestions if Dealer decided to outsource this work.

Destruction Standards	Paper	Shred using the following method: Cross Cut – Max ¾ inch width & 2½ inch length
	Magnetic Media/Diskettes	Overwrite at least twice where possible or degauss.
	Optical Media, e.g. CD-R, DVD-R	Break disk

Standards for the Use of Third Party Destruction Company ("TP")	<ul style="list-style-type: none"> ▪ TP should meet or exceed the certifications required by the National Association for Information Destruction. ▪ TP should have written policies on the secure handling and destruction of documents. ▪ TP should have a program to conduct background checks on its employees to insure high-risk employees do not have access to Confidential Information. ▪ TP should have physical security procedures for its locations to prevent unauthorized access to Confidential Information, such as an ID card. ▪ TP should have training programs in place to educate its employees on its policies and laws such as the Fair and Accurate Credit Transactions Act ("FACT Act") requirements. ▪ TP should record and retain a record of when it destroyed Confidential Information. ▪ TP must enter into a contract with Dealer prior to taking possession of or destroying any Company records.
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Annual 47 C.F.R. § 64.2009(e) CPNI Certification

ER Docket 06-36

Received & Inspected

MAR 16 2009

FCC Mail Room

Annual 64.2009(e) CPNI Certification for 2009

Date filed: 03/04/2009

Name of company covered by this certification: CARTRONIX, INC.

Form 499 Filer ID: 35-1875738

Name of signatory: George Carter

Title of signatory: President

I, GEORGE CARTER, certify that I am an officer of the company named above, and acting as an agent of the company, that I have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the Commission's CPNI rules. See 47 C.F.R. § 64.2001 *et seq.*

Attached to this certification is an accompanying statement explaining how the company's procedures ensure that the company is in compliance with the requirements set forth in section 64.2001 *et seq.* of the Commission's rules.

The company HAS NOT taken any actions (proceedings instituted or petitions filed by a company at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year. Companies must report on any information that they have with respect to the processes pretexters are using to attempt to access CPNI, and what steps companies are taking to protect CPNI.

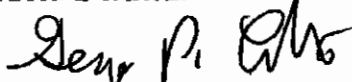
If affirmative:

The company HAS NOT received any customer complaints in the past year concerning the unauthorized release of CPNI (number of customer complaints a company has received related to unauthorized access to CPNI, or unauthorized disclosure of CPNI, broken down by category or complaint, e.g., instances of improper access by employees, instances of improper disclosure to individuals not authorized to receive the information, or instances of improper access to online information by individuals not authorized to view the information).

If affirmative:

Signed,

GEORGE CARTER


CARTRONIX, INC
2912 N. CALUMET AVE
VALPARAISO, IN 46383

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